5 of the Prevention of Corruption Ordinance, however, when it is proved that any money has been given to a person in the employment of a public body by a person holding a contract from the public body, such money shall be deemed to have been given corruptly as an inducement or reward for showing favour in relation to his principal's affairs unless the contrary is proved. Once the prosecution had proved that the appellant held a contract from the City Council and that he had given a sum of money to an employee of the City Council, the onus was on the appellant to show that it was not given corruptly as an inducement or reward for showing favour to him in relation to the affairs of the City Council. This onus the appellant never attempted to discharge. He merely denied giving the money to Richards. The fact that Richards was not in a position to show favour on the 16th February, 1957, by itself, was not enough to show that the money was not paid to him on that day corruptly as an inducement or reward for showing favour in relation to the affairs of the City Council.

Lastly, counsel for the appellant contended that the District Judge did not consider the possibility that Richards was an accomplice. In my opinion, there was no evidence to support the possibility that Richards was an accomplice, and the District Judge was right in taking the view that Richards was not an accomplice.

For the above reasons I dismiss the appeal and confirm the conviction.

As regards sentence, I consider that in cases of corruption it is necessary to impose a sentence of imprisonment as a sentence of fine has no deterrent effect. I do not consider a term of 6 months' imprisonment excessive. I, therefore, confirm the sentence.

As regards the $1,000 given to Richards which the District Judge ordered to be forfeited to the Crown, I set aside the order and order instead that the money be paid to the City Council in view of section 6 of the Prevention of Corruption Ordinance.

Appeal dismissed.

Solicitors: *Lee & Lee.*

LEE AH CHEONG v. REG.

[C.C.A. (Tan Ah Tah Ag. C.J., Wee Chong Jin and Ambrose JJ.) September 19, 1958]

[Singapore — Criminal Appeal No. 18 of 1958]

Criminal Law and Procedure — Trial — Newspaper report concerning defence witness — Whether ground for quashing conviction.

The fact that the newspaper has printed and published an article under the heading "'Expert' Picks Wrong Bullet" concerning a witness for the defence, is no ground for the Court to infer either that the jurors who tried the case had read it or that, if they had read it, they were unfit to try the case or biassed against the prisoner for the purpose of trial. Although such a publication is a contempt of court, it is by itself not a ground for quashing the conviction.

Case referred to:—

(1) *R. v. Armstrong* 35 Cr. App. R. 72.

COURT OF CRIMINAL APPEAL.

The appellant was convicted under section 4 of the Arms Offences Ordinance (Cap. 112) of the offence of using of a fire-arm and was sentenced to death.

One of the grounds of appeal on which the appellant relied concerned the publication during the trial of an article under the heading "'Expert' Picks Wrong Bullet" regarding a witness for the defence in an English daily newspaper published and sold in Singapore. It was contended that the article was highly prejudicial to the defence and that the trial Judge should have dismissed the jury and ordered a fresh trial.

A. P. Rajah for the appellant.

T. A. Mahony (Crown Counsel) for the respondent.

Cur. Adv. Vult.

Tan Ah Tah Ag. C.J., in giving the judgment of the Court dismissing the appeal, referred to the facts and grounds of appeal which do not call for report, and continued: A further ground of appeal on which the appellant relied concerns the publication during the trial of an article under the heading "'Expert' Picks Wrong Bullet" in an English daily newspaper published and sold in Singapore. It is contended that the article was highly prejudicial to the defence and that the trial Judge should have dismissed the jury and ordered a fresh trial. The manner in which the learned trial Judge dealt with this matter may be seen from the following passage from his summing-up:

"I now turn to deal with the evidence of Sgt. Adams. Before I do so there is one comment that I want to make: you will remember, members of the Jury, the experiment or test which was conducted on Friday morning before you, when Sgt. Adams was asked to leave the Court; how the tapes were unwound from three of the four cartridge cases that were found in the accused's gun. The fourth, you will recall, had no tape at all. How they were all placed in the chamber of the revolver with only the backs of the cases open to view. It was a pity perhaps that the one Sgt. Adams picked out on Thursday was not specifically marked so that there could have been no doubt about it. The Sergeant at any rate maintained that the one he picked out on Thursday was the same one he picked out at the test on Friday. It was a case perhaps of the trap being sprung before it was properly laid. But at any rate, members of the Jury, the matter appears to me to

be open to doubt and I am satisfied that the fair and proper course to adopt is to accept the Sergeant's evidence on the point, that the one he picked out on the Thursday was the same one that he picked out on Friday. I am sure you will agree with me in the circumstances that is the right and proper course to adopt. You must completely ignore anything that you may have read in the newspapers to the contrary. For it is you, and you alone, who are the judges of fact in this case. You are only to be governed by the evidence which has been given in this Court. I hope that is perfectly clear."

The first observation to be made on this matter is that the article concerned the expert witness Sergeant Adams and not the appellant himself. Secondly, there is no certainty that any of the jurors had read the article. Adopting the words used in the judgment of the English Court of Criminal Appeal in *Regina v. Armstrong* (1) at p. 75 we are of opinion that the fact that the article was published "is no ground for this Court to infer either that the jurors who tried the case had read it or that, if they had read it, they were unfit to try the case or biassed against the prisoner for the purpose of the trial." If in fact any juror had read the article we are of the view that the learned trial Judge's direction to the jury as to the right and proper course which they should adopt and his further direction that they must completely ignore anything that they might have read in the newspapers and that they were only to be governed by the evidence which had been given in Court were adequate in the circumstances of this case. A more detailed reference to the article would only have meant revealing its contents to members of the jury who might not have read it. This ground of appeal therefore fails. Before leaving this subject we think it necessary to draw the attention of all concerned to the publication in newspapers of comments on proceedings in criminal prosecutions. It is a contempt of Court to publish an article in a newspaper commenting on the proceedings in a criminal case while the trial is in progress. The publication of such an article may well result in the institution of proceedings for contempt of Court and the imposition of severe penalties on the offender or offenders.

There are other grounds of appeal on which the appellant relied. In our opinion there is no substance in any of them. The appeal against conviction must therefore be dismissed.

As to the sentence it was within the discretion of the learned trial Judge to impose a sentence of imprisonment or the death sentence. On the evidence and from the verdict of the jury it is clear that the appellant used a revolver to shoot at the Police. We see no reason to interfere with the sentence imposed by the learned trial Judge.

Appeal dismissed.

Solicitors: *Tan, Rajah & Cheah.*

AFRICAN COMMERCIAL CORPN. LTD. v. HUSSAINALI & CO.

[O.C.J. (Buttrose J.) November 7, 1958]

[Singapore — Suit No. 180 of 1958]

Sale of Goods — Foreign bill of exchange — Confirming House — Order for textiles from foreign firm through their agents in Singapore — Payment to be made through London Confirming House — Responsibility of Confirming House.

A Confirming House has only a limited responsibility and its role is purely a financial one. Its purpose is to finance contracts of sale of goods where delay between delivery on board and at port of destination is likely to be substantial. Its responsibility is to ensure that all shipping documents submitted to it by the exporter are in accordance with the order received from its oversea client. Provided the documents are in order it accepts them and draws on its oversea client.

A Confirming House is not concerned with the contract of sale and is not responsible for the quantity or quality of the goods shipped.

ACTION.

In this action the plaintiffs claim the sum of $4,191.20 being the principal, interest and notarial expenses payable by the defendants to the plaintiffs on a foreign bill of exchange drawn on May 1, 1957, by the plaintiffs in London upon the defendants and accepted by them, payable 120 days after sight. The plaintiffs are a Confirming House carrying on business in London while the defendants are a textile firm carrying on business in Singapore. The position was that the defendants placed an order for textiles with Messrs. Mercur a firm of Italian Merchants in Milan, hereinafter referred to as the exporters, through their agents in Singapore Messrs. Dearex & Company by way of indent dated December 5, 1956. The terms of the indent were that payment was to be made through a London Confirming House in this case the plaintiffs. The indent for the goods was transmitted to the exporters, the plaintiffs having been duly nominated as the Confirming House. The goods were loaded for shipment at Genoa and the plaintiffs in London opened an irrevocable letter of credit in favour of the exporters for the amount of £444 in exchange for the shipping documents which included the invoice, insurance policy and bill of lading. Having satisfied themselves that the documents were in order the plaintiffs accepted them and drew the bill of exchange, now sued upon, on their overseas client, the defendants, for the sum of £459/19/- which included the